

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA		04/07/2014	Bank: NEW YORK
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as agent		
Street Address:	135 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3039607	DESIGN YOUR DAY	
Registration Number:	3305064	SANCTUARY LODGES	
Registration Number:	1688141	ABERCROMBIE & KENT	
Serial Number:	73577655	A&K	
Registration Number:	2291108	SIMPLY THE BEST WAY TO TRAVEL	
Registration Number:	2442495	THE TRAVELLING BELL BOY	
Registration Number:	3572235	SANCTUARY RETREATS	
Registration Number:	3330276	INSPIRING EXPERIENCES	
Registration Number:	4422667	CONNECTIONS	
Registration Number:	3464854	MARCO POLO CLUB	
Registration Number:	3547995	&	
Registration Number:	3404250	SIGNATURE SERIES	
Registration Number:	3592830	ABERCROMBIE & KENT	
Registration Number:	3599971	OWN THE EXTRAORDINARY	
Registration Number:	4429521	CONNECTIONS BY ABERCROMBIE & KENT	
Registration Number:	3547984	GUARDIAN ANGEL	
Serial Number:	86050369	SANCTUARY ANANDA	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
TRADEMARK			

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312 558-6352
Email: lkonrath@winston.com
Correspondent Name: Laura Konrath
Address Line 1: 35 W Wacker Drive
Address Line 2: Winston & Strawn LLP, Suite 4200
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	1740-276
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NAME OF SUBMITTER:	Laura Konrath
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SIGNATURE:	/Laura Konrath/
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DATE SIGNED:	04/10/2014
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Total Attachments: 5

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ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Agreement”), dated as of April 7, 2014 (the “Effective Date”), is by and among GOLDMAN SACHS BANK USA (“Goldman”), in its capacity as prior administrative agent under that certain Short Form Trademark Security Agreement, dated as of December 9, 2013, (the “Trademark Security Agreement”) and BANK OF AMERICA, N.A. (“BANA”), in its capacity as successor administrative agent under that certain Short Form Trademark Security Agreement, dated as of December 9, 2013, as amended by that certain Omnibus Amendment Agreement, dated as of April 7, 2014 (the “Amendment”).

WITNESSETH:

WHEREAS, Abercrombie & Kent Group of Companies S.A., a Luxembourg public limited liability company (*société anonyme*), having its registered office at 124, boulevard de la Pétrusse, L-2330 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce et des Sociétés, Luxembourg*) under number B 156.641 (“Holdings”), A&K S.à r.l., a Luxembourg private limited liability company (*société à responsabilité limitée*) having its registered office at 124, boulevard de la Pétrusse, L- 2330 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce et des Sociétés, Luxembourg*) under number B 39.766 and a share capital of USD 300,000 (“Lux Borrower”) and Abercrombie & Kent U.S. Group Holdings, Inc., a Delaware corporation (“US Borrower”, and, together with Lux Borrower, each individually, a “Borrower”; and collectively, the “Borrowers”), and Goldman are parties to the Trademark Security Agreement;

WHEREAS, pursuant to the Amendment, BANA has been appointed as Administrative Agent under the Trademark Security Agreement, and BANA is now the “Administrative Agent” under and as defined in the Trademark Security Agreement;

WHEREAS, pursuant to the Trademark Security Agreement the Borrowers have granted to the Administrative Agent a lien on and security interest (the “Security Interest”) in and to the trademark registrations and applications set forth on Schedule 1 (the “Trademarks”);

WHEREAS, the Security Interest, as previously held by Goldman, has been recorded in the United States Patent and Trademark Office with respect to the Trademarks identified on Schedule 1;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Definitions. Unless otherwise defined herein, terms used herein which are defined in the Trademark Security Agreement shall have the meanings given to such terms in the Trademark Security Agreement.

2. Assignment of Security Interest in Intellectual Property.

2.1 Assigned Security Interest. Effective as of the Effective Date, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Goldman hereby assigns to BANA all of its rights, powers, privileges and duties under, and BANA hereby succeeds to all of Goldman’s rights, powers, privileges and duties in and to any and all security interests and liens of any type created under or pursuant to the Trademark Security Agreement, together with any and all other documents, guarantees and security agreements executed at any time in connection therewith for the benefit of the Administrative Agent, and including, without limitation, all of Goldman’s security interests

Assignment of Security Interest in Intellectual Property (A&K)

and liens on the Trademarks (collectively, the "Assigned Security Interest"), in each case without representation, warranty or recourse.

2.2 Purpose. This Agreement has been executed and delivered by Goldman for the purpose of recording this Agreement with the United States Patent and Trademark Office to evidence the Assigned Security Interest. The Agreement is expressly subject to the terms and conditions of the Amendment. In the event of any conflict between the terms of this Agreement and the terms of the Amendment, the terms of the Amendment shall control.

2.3 Further Assurances. Goldman shall use commercially reasonable efforts to execute and deliver, from time to time, upon the reasonable written request of BANA, and at the sole expense of Holdings and the Borrowers, any and all such further instruments and documents and take such further reasonable action as BANA may reasonably deem necessary to obtain the full benefits of the Assigned Security Interest.

3. Effectiveness of Agreement; Miscellaneous.

3.1 Headings. Section, subsection and other headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

3.2 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

3.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

3.4 GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

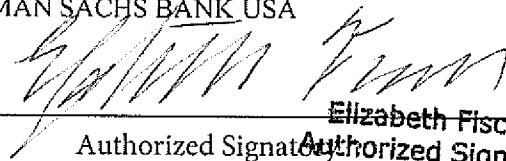
3.5 Counterparts; Effectiveness. This Agreement may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the Effective Date.

GOLDMAN SACHS BANK USA

By: _____



Elizabeth Fischer

Authorized Signatory Authorized Signatory

BANK OF AMERICA, N.A.

By: _____

Name: _____

Title: _____

Assignment of Security Interest in Intellectual Property (A&K)

TRADEMARK
REEL: 005258 FRAME: 0279

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the Effective Date.

GOLDMAN SACHS BANK USA

By: _____
Name:
Title:

BANK OF AMERICA, N.A.

By: Christine Trotter
Name:
Title: Christine Trotter
Assistant Vice President

Assignment of Security Interest in Intellectual Property (A&K)

TRADEMARK
REEL: 005258 FRAME: 0280

Schedule 1

Trademarks

Trademark	Title	Filing Date/	Status	Jurisdiction	Application/Registration No.
A&K S.à.r.l.	DESIGN YOUR DAY	1/10/2006	Registered	United States	App.: 76/620856 Reg.: 3039607
A&K S.à.r.l.	SANCTUARY LODGES	10/9/2007	Registered	United States	App.: 76/419978 Reg.: 3305064
A&K S.à.r.l.	ABERCROMBIE & KENT	5/19/1992	Registered	United States	App.: 74/102575 Reg.: 1688141
A&K S.à.r.l.	A&K (stylized)	1/6/1987	Registered	United States	App.: 73/577655 Reg.: 142498
Abercrombie & Kent Group of Companies, S.A.	SIMPLY THE BEST WAY TO TRAVEL	11/9/1999	Registered	United States	App.: 75/539838 Reg.: 2291108
A&K S.à.r.l.	THE TRAVELLING BELL BOY	4/10/2001	Registered	United States	App.: 75/539838 Reg.: 2291108
A&K S.à.r.l.	SANCTUARY RETREATS	2/10/2009	Registered	United States	App.: 77/511364 Reg.: 3572235
A&K S.à.r.l.	INSPIRING EXPERIENCES	11/6/2007	Registered	United States	App.: 77/024162 Reg.: 3330276
A&K S.à.r.l.	CONNECTIONS	10/22/2013	Registered	United States	App.: 85/614594 Reg.: 4422667
A&K S.à.r.l.	MARCO POLO CLUB	7/15/20008	Registered	United States	App.: 76/426911 Reg.: 3464854
A&K S.à.r.l.	& (design)	12/16/2008	Registered	United States	App.: 77/351675 Reg.: 3547995
A&K S.à.r.l.	SIGNATURE SERIES	4/1/2008	Registered	United States	App.: 77/070620 Reg.: 3404250
A&K S.à.r.l.	ABERCROMBIE & KENT	3/17/2009	Registered	United States	App.: 77/464772 Reg.: 3592830
A&K S.à.r.l.	OWN THE EXTRAORDINARY	3/31/2009	Registered	United States	App.: 77/464710 Reg.: 3599971
A&K S.à.r.l.	CONNECTIONS BY ABERCROMBIE & KENT	11/5/2013	Registered	United States	App.: 85/614557 Reg.: 4429521
A&K S.à.r.l.	GUARDIAN ANGEL	12/16/2008	Registered	United States	App.: 77/347188 Reg.: 3547984
A&K S.à.r.l.	SANCTUARY ANANDA	8/28/2013	Pending	United States	App.: 86/050369
A&K S.à.r.l.	HELPING NATURE TO THRIVE		Unfiled	United States	